



DEPARTMENT OF HEALTH SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

TELEPHONIC MEDICAL/HEALTHCARE LANGUAGE INTERPRETATION SERVICES

March 2012

Prepared By

Contracts and Grants Division

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
TELEPHONIC MEDICAL/HEALTHCARE LANGUAGE INTERPRETATION SERVICES**

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1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles (County), Department of Health Services (DHS), is releasing this Request for Statement of Qualifications (RFSQ), seeking one or more qualified companies to enter into Master Agreements with DHS to provide Telephonic Medical/Healthcare Language Interpretation Services. Qualified interpreters are needed to provide continued quality care to Customers who have multilingual needs and culturally diverse backgrounds.

These services shall include over-the-telephone, person-to-person Medical/Healthcare Language Interpretation Services to be provided by qualified Medical/Healthcare interpreters on-demand to DHS to facilitate verbal communication between County staff and Customer.

County staff will access the services when it is determined that a face-to-face or telephonic exchange between a Customer and County Staff requires interpretation to and from English and to and from one of the County Required Threshold Languages identified in Attachment 1, or one of the languages on the Contractor Provided Language List chosen by the Contractor in Attachment 5 of Exhibit A Statement of Work (SOW).

This RFSQ and its appendices describe the required services, Statement of Qualifications (SOQ) submission requirements, and SOQ review, selection and qualifying procedures. For a detailed description of services, see Appendix G – Master Agreement, Exhibit A, SOW.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

GENERAL INFORMATION: Provides background on the services that DHS requires.

INSTRUCTIONS TO VENDORS: Contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS: Explains how the SOQ will be reviewed, selected and qualified.

APPENDICES:

- A. REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
- B. TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to DHS requesting a Solicitation Requirements Review, pursuant to section 2.4 of this RFSQ.
- C. COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code, concerning how the County encourages business with Small Businesses, including preferences that these businesses may receive as a part of the review process.
- D. JURY SERVICE ORDINANCE:** County Code, Chapter 2.203 which requires the provision of specified jury service benefits for employees.
- E. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Listing of Contractors that are not allowed to contract with the County for a specific length of time, as a result of the application of County Code Chapter 2.202.
- F. IRS NOTICE 1015:** Provides information on Federal Earned Income Credit, which contractors are to provide their employees.
- G. SAFELY SURRENDERED BABY LAW:** County program, which requires Contractors to inform their employees about state law on safe baby surrender.
- H. MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- I. DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code, Chapter 2.206 which requires Contractors and/or vendors to keep County Property Taxes out of default status at all times during the term of an awarded Master Agreement.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or agencies. For convenience, specific terms and definitions can be found in Appendix H, Master Agreement, Paragraph 2 - Definitions.

1.4 Vendor's Minimum Qualifications

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix H, Master Agreement, Exhibit A, Statement of Work (SOW), of this RFSQ are invited to submit an SOQ provided they meet the following requirements:

Vendor must have three (3) concurrent years' experience, within the last five (5) years providing on-demand Telephonic Medical/Healthcare Language Interpretation Services to and from English and to and from all of the County Required Threshold Languages identified in Attachment 1 of Exhibit A SOW.

1.5 Billing and Payment

The Contractor's rates shall remain firm and fixed for the term of the Master Agreement.

1.6 Master Agreement Term

The term of the Master Agreement will be five (5) years with two (2) one (1) year option periods. Option periods will be exercised at the discretion of DHS.

1.7 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or entity which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Derrick Brown, Contract Analyst
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Email address: debrown@dhs.lacounty.gov
213.240.8135

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.9 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.10 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation, at any time, with or without cause. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive immaterial deviations in a submitted SOQ.

1.11 Protest Process

1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in sub-paragraph 1.11.3 below. Additionally, any actual

Vendor may request a review of a disqualification under such a solicitation, as described respectively in the Section below.

- 1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.11.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference sub-paragraph 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the Review/Selection/Qualification Section)

1.12 Notice to Vendor's Regarding Public Records Act

- 1.12.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when DHS recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and if by the Vendor, plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ**

which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

1.13 Indemnification and Insurance

1.13.1 Required Coverage

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H - Master Agreement, sub-paragraph 8.27. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H - Master Agreement, sub-paragraphs 8.28 and 8.29.

1.13.2 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams Insurance Services.

For additional information, a Proposer may call (800) 420-0555 or may access the SPARTA website directly at www.2sparta.com.

1.14 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California’s Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.15 Background and Security Investigations

Contractor shall be required to comply with the Background and Security investigations provision contained in Appendix H, Master Agreement, sub-paragraph 7.5.

1.16 Confidentiality and Independent Contractor Status

Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.6 and the Independent Contractor Status sub-paragraph 8.26 in Appendix H, Master Agreement.

1.17 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.18 Determination of Vendor Responsibility

- 1.18.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.
- 1.18.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.18.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the

County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.18.4 If there is evidence that the Vendor may not be responsible, DHS shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. DHS shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for DHS's recommendation.
- 1.18.5 If the Vendor presents evidence in rebuttal to DHS, DHS shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.
- 1.18.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.19 Vendor Debarment

- 1.19.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a

nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.19.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, DHS shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.19.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and DHS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.19.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.19.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 1.19.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.19.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.19.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.19.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.20 Contractor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. As set forth in the Master Agreement, failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.21 Gratuities

1.21.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.21.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800)

544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.21.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.22 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 5, as part of their SOQ.

1.23 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.24 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 9, as part of their SOQ.

1.25 County's Quality Assurance Plan

After award of a Master Agreement, the County or its agent will evaluate the Contractor's performance under the Master Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.26 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H - Master Agreement, sub-paragraph 8.43.

1.27 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 County Policy on Doing Business with Small Business

- 1.28.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.28.2 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.29 of this Section.
- 1.28.3 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.29 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H - Master Agreement, sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury

Service Program will be considered non-responsive and excluded from further consideration.

- 1.29.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 1.29.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the

annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.29.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.30 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to DHS. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.31 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit 1 - Vendor’s Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 1.32.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, Vendor must submit a the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 13, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the SOQ identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent contract, Vendor must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- 1.32.2 Failure to provide the required certification may eliminate the SOQ from consideration.
- 1.32.3 In the event that Vendor and/or its subcontractor(s) is or are unable to provide the required certification, Vendor instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those

persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFSQ.

- 1.32.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.

1.33 Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH)

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and with the Health Information Technology for Economic and Clinical Health (HITECH) provision contained in Appendix H, Master Agreement, sub-paragraph 8.25.

1.34 County's Defaulted Property Tax Reduction Program

- 1.34.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J and the pertinent provisions of the Sample Master Agreement, Appendix H, sub-paragraphs 8.16, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

- 1.34.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's

Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 11. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

- 1.34.3 SOQ's that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.35 Contractor's Charitable Contributions Compliance

- 1.35.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements. Appendix I – Background and Resources: California Charities Regulation is an information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.
- 1.35.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix A - Required Forms Exhibit 12. A completed Exhibit 12 is a required part of any Master Agreement with the County.

1.35.3 In Exhibit 12, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Master Agreement,

OR

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.35.4 Prospective County contractors that do not complete Exhibit 12 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

Release of RFSQ	March 22, 2012
Request for a Solicitation Requirements Review Due	April 5, 2012
Written Questions Due	April 5, 2012
Questions and Answers Released	April 16, 2012
SOQ due by Noon (Pacific Time)	April 23, 2012

SOQs that are submitted after the due date and time shall be considered for review at the convenience of the County.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to DHS conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in DHS's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and DHS's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by **TBD**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Questions should be addressed to:

Derrick Brown, Contract Analyst
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Email address: debrown@dhs.lacounty.gov
213.240.8135

2.6 Vendors Conference

There will not be a Vendor's Conference for this RFSQ.

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses/Certificates/Accreditations (Section D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section E)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. In this section, provide a summary of relevant background information to demonstrate that the Vendor meets the minimum qualifications stated in sub-paragraph 1.4 of this

RFSQ and has the capability to perform the required services as a corporation or other entity.

The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix A. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.**

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign

Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

The Vendor must complete and include Required Forms, Exhibits 6, 7 and 8 as set forth in Appendix A.

a. Prospective Contractor References, Exhibit 6

Vendor must provide five (5) references where the same or similar scopes of services were provided.

b. Prospective Contractor List of Contracts, Exhibit 7

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. Prospective Contractor List of Terminated Contracts for Non-Performance, Exhibit 8.

Listing must include contracts terminated for non-performance within the past three (3) years with a reason for termination.

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- DHS is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and

scope of any pending or threatening litigation against the Vendor or principals of the Vendor. If a Vendor has no Pending Litigation and/or Judgments, provide a statement indicating so.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

- Exhibit 1 Vendor's Organization Questionnaire/Affidavit
- Exhibit 2 Certification of No Conflict of Interest
- Exhibit 3 Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 4 CBE Firm/Organization Information
- Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 12 Charitable Contributions Certification
- Exhibit 14 Pricing Schedule (will become Exhibit B of the Master Agreement)
- Exhibit 15 Contractor Provided Language List (will become Attachment 5 of the Statement of Work)

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H - Master Agreement, subparagraphs 8.28 and 8.29. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses/Certificates/Accreditations (Section D)

Vendor must furnish a copy of any applicable licenses/certificates/accreditations.

2.7.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section E)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – Exhibit 13 in Appendix A. If Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its SOQ in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification form.

2.8 SOQ Submission

The original SOQ and two (2) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

**“SOQ FOR TELEPHONIC MEDICAL/HEALTHCARE LANGUAGE
INTERPRETATION SERVICES”**

The SOQ and any related information shall be delivered or mailed to:

**Derrick Brown, Contract Analyst
Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012**

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in subparagraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. SOQ received after the deadline date will be reviewed at a later date.

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H - Master Agreement.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

**Derrick Brown, Contract Analyst
Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Email address: debrown@dhs.lacounty.gov**

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications

County shall review the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A, Required Forms, and determine if the Vendor meets the minimum qualifications as outlined in sub-paragraph 1.4 of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. DHS may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

SOQ that are submitted after the due date and time shall be considered for review at the convenience of the County.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, and the Contractor Alert Reporting Database (CARD) reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

3.1.3 Required Forms

All forms listed in Section 2, sub-paragraph 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses/Certificates/Accreditations

Review the proof of licenses/certificates/accreditations provided in **Section D** of the SOQ.

3.1.6 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor's Certification Form in **Section E**, if submitted, will be reviewed to determine if the appropriate authorized representative of the Vendor signed the form. If the Vendor submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the SOQ is appropriate under the federal law.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review/evaluation process. If DHS determines that an SOQ is disqualified due to non-responsiveness, DHS shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DHS's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

DHS will generally select Vendors that have experience in providing a broad range of Telephonic Medical/Healthcare Language Interpretation services. However, in order to insure DHS has a varied pool of qualified Contractors, DHS may offer Master Agreements to Vendors that offer a limited range of language services.

3.4 Master Agreement Award

Vendors who are notified by DHS that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DHS's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

DHS will execute Board of Supervisors-authorized Master Agreements with each selected vendor. All Vendors will be informed of the final selections.